

**MARK T. FOWLER, AS RECEIVER  
FOR CERTAIN PROPERTY OF:**

**HOUSTON STRUCTURES, LLC.**

**BARKER CYPRESS MARKET PLACE  
17817 FM 529  
HOUSTON, TEXAS 77095**

**MONTHLY REPORT**

**SEPTEMBER 12, 2013**

Civil Action Case No. 4:13-CV-001142  
In the United States District Court of  
Judge Keith P. Ellison

**MARK T. FOWLER, AS RECEIVER  
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**RECEIVER'S REPORT  
CIVIL ACTION CASE NO. 4:13-CV-001142**

**BARKER CYPRESS MARKET PLACE  
17817 FM 529 – HOUSTON, TEXAS 77095**

**SEPTEMBER 12, 2013**

Barker Cypress Market Place is a single story multi-tenant shopping center (25,625 SF) and single-tenant grocery box (formerly occupied by HEB and vacant – 41,320 SF). The multi-tenant portion of the center was constructed in 1999 and the grocery box in 1998. The property is currently 22% occupied.

• Total GLA:	66,945 SF
• Occupied	14,795 SF
• Vacant	52,150 SF

***APPOINTMENT OF RECEIVER:***

Mark T. Fowler was appointed as Receiver on 5/30/2013.

***PROPERTY MANAGEMENT***

Transwestern has been retained as the property management company overseeing the day-to-day operations. Beginning in September, the property manager will change to Andi Flesch.

Insurance was contracted with AON Risk Services.

***INCOME – INCOME 2013***

The following rent payments were received in August and deposited into the Operating Account established at Wells Fargo Bank (account no. 4941269268):

Amigo Dental	\$2,804.05
First Pawn:	\$4,725.00
Ultra Nails & Skincare:	\$2,292.84
Double Dragon:	\$2,477.39
HEB:	\$40,046.63
Exclusively Yours/Q Salon:	\$2,600.00

Default letters were sent out on 8/12/13 to the remaining tenants whose rent payments have not been received:

Las Lomas Mexican Restaurant      \$15,293.40 (July & August) – The tenant is on a month-to-month lease.

At a hearing before the Court held on August 28, 2013, Houston Structures, LLC provided a summary of rents Houston Structures, LLC received from tenants after the appointment of the Receiver. That summary is attached hereto as Exhibit F. Per the summary from Houston Structures, LLC, rents totaling \$110,378.76 were received after the appointment of the Receiver. Houston Structures, LLC returned \$32,000 of these rents to Receiver following an order of the Court entered after the August 28th hearing. Receiver continues to pursue the remainder of these funds and will work with Houston Structures, LLC and their counsel to obtain the

balance of these funds. Receiver is still seeking additional information from Houston Structures, LLC, including the case file for Cause No. 2011-52933, Houston Structures v. America First Lloyds et al., in the 234th District Court of Harris County, Texas. A request for that case file has been made, but the file has not yet been received by Receiver's counsel.

#### ***PROPERTY ACTIVITY***

The following repairs were made in August 2013:

- Exterior lighting outage repairs – parking lot & pylon signs.
- Roof repairs above suites 135 & 160.
- Graffiti was removed from the former HEB grocery store as well as the multi-tenant retail center.
- Trees were trimmed back and canopies lifted for better visibility.
- Cricket Wireless signage was removed.
- Bottom insert of pylon signs were re-painted blue to match existing.
- Paint was applied where Tenant signage on center was removed.
- Detention pond behind center was cleaned.
- Handicap ramps were painted & signage installed.
- Electrical conduit at rear of center was repaired.

#### ***LEASING ACTIVITY***

Leasing is aggressively marketing vacancies and is currently working with the following Tenants to renew/expand:

- Las Lomas (Suite 165) – tenant wishes to remain at center and sign a 5 year lease (4,080 SF) however the Tenant was notify they must cure their default prior to negotiating a new lease.
- Double Dragon (Suite 160) – tenant wishes to remain at center, expand into suite 157 and sign a 5 year lease (2,630 SF). Lease was sent to Tenant for review and execution







**Exhibit A**  
**Property Management Agreement**

MANAGEMENT AGREEMENT

BY AND BETWEEN

MARK T. FOWLER, RECEIVER

AND

TRANSWESTERN PROPERTY COMPANY SW GP, L.L.C. d/b/a Transwestern, AS MANAGER

EFFECTIVE DATE:

6/3/2013

## MANAGEMENT AND LEASING AGREEMENT

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## MANAGEMENT AND LEASING AGREEMENT

THIS MANAGEMENT AGREEMENT (the "Agreement") is made as of this 3rd day of June, 2013 (the "Effective Date"), between Mark T. Fowler, in his capacity as the court-appointed receiver of that certain property located at 17817 FM 529 (Spencer Road), Houston, Texas 77059, (the "Property") pursuant to that certain Order Appointing Receiver entered June 3, 2013, in the United States District Court for the Southern District of Texas, Houston Division, Civil Action No. 4:13-CV-001142 (referred to herein as "Owner"), and Transwestern Property Company SW GP, L.L.C. d/b/a Transwestern ("Manager").

### RECITALS

Owner is the owner of that certain property, or those certain properties, located at located in Houston, Texas, currently known as Barker Cypress Market Place and as further described in the attached Exhibit "A" (the "Property", whether one or more).

Owner and Manager have agreed that Owner will engage Manager as an independent contractor for the management of the Property, and this Agreement is entered into to set forth the terms on which Manager will perform these services for the Property for Owner.

NOW THEREFORE, incorporating the Recitals as set forth above and in consideration of the mutual covenants herein contained, Owner and Manager hereby agree as follows:

### I. AGREEMENT TO MANAGE, AUTHORITY AND TERM

1.1 Agreement to Manage. Owner hereby employs, appoints and contracts with Manager for the sole and exclusive management and leasing of the Property upon the terms hereinafter set forth. Manager hereby accepts the management and leasing of the Property on the terms herein provided and agrees to furnish the services of its organization for the management and leasing of the Property.

1.2 Authority of Manager. Manager is hereby vested with such power and authority as is reasonably necessary to carry out all of the terms of this Agreement. Except as expressly provided in this Agreement, however, Manager shall have no right to incur any liability on behalf of Owner or to bind Owner by any contract or obligation without Owner's approval.

1.3 Term. This Agreement shall commence on the Effective Date and unless sooner terminated pursuant to the provisions of Article V hereof, shall continue for one (1) year (the "Term"). This Agreement shall be automatically renewed for consecutive periods of one (1) year (the "Renewal Terms") unless either party notifies the other in writing at least thirty (30) days prior to the expiration of the Term or any Renewal Term, that it declines to so renew.

### II. DUTIES OF MANAGER

Manager shall manage, maintain and operate the Property as an independent contractor of Owner (not as an employee, partner or joint venturer of Owner) in accordance with sound property management practice. Manager shall exercise prudence and diligence in performing its duties and shall diligently endeavor to protect the rights and interests of Owner while performing the functions

of Manager. The duties of Manager shall include the following:

2.1 Management. Manager shall continually manage the Property and shall perform all acts that are customary for the management of properties of like size, type and character or as may be required for the efficient operation of the Property. Manager shall be responsible for all dealings with tenants of the Property, including the handling of complaints; however, Manager may not terminate any Lease, lock out a tenant, institute suit for the collection of rent or the dispossession of tenants, or take possession of the leased premises without the prior written approval of Owner.

2.2 Services to Tenants. Manager shall provide or arrange for the provision to the tenants of the Property only those services stipulated in Leases in existence as of the date of this Agreement and those called for in the Standard Lease Form. Manager shall maintain and operate all facilities through which services are furnished to tenants. Manager shall collect from tenants any charges for special services or for above standard use of services by any tenant, as provided for in such tenant's Lease.

2.3 Contracts. Manager shall contract for all labor, materials and services required for the management, operation and upkeep of the Property in the name of the Property and Owner, provided that Manager shall not enter into any contract with a term of more than twelve (12) months without the prior approval of Owner. If Manager obtains any volume discounts on behalf of Owner because of its purchasing power, Manager shall pass the benefit of such discounts to Owner. Any proposed contracts with officers, employees, shareholders or affiliates of Manager or anyone related to such employees, officers or affiliates shall be disclosed to Owner and shall be at prevailing market rates.

2.4 Maintenance and Repairs. Manager shall ensure that the physical facilities on the Property, including the buildings, parking areas, personal property and grounds are at all times well maintained and kept in good order and repair, and in a proper state of cleanliness, at the Owner's expense. Manager shall make or contract for all repairs, alterations, decorations or replacements which are reasonably required to preserve and maintain the Property. Manager shall keep Owner advised of the necessity for capital expenditures.

2.5 Employment and Supervision of Personnel.

(a) Manager shall employ and supervise all property management personnel required for the effective management of the Property. Manager shall, in the hiring of such employees, use reasonable care to select qualified, competent and trustworthy employees. Manager is an equal opportunity, nondiscriminatory employer. All such employees shall be employees of Manager, shall be on Manager's payroll, shall be under the control of Manager and shall not be employees of Owner. However, Manager shall replace any full-time, on-site employees, or any leasing agents assigned to the Property, who are (i) disapproved by Owner, (ii) transferred to another property location for any reason, or (iii) terminated for any reason. Owner shall reimburse to Manager all expenses relative to any such employees, including those expenses representing accrued vacation, wages in lieu of notice and severance pay. With respect to accrued vacation expense, Owner shall reimburse Manager only for the excess, if any, of the amount of accrued vacation expense at the time of an employee's disapproval, transfer, or termination over the amount of the accrued vacation expense assumed by the Owner when the employee's employment at the Property began.

(b) Manager shall make all necessary payroll deductions for unemployment insurance, social security, withholding taxes and other applicable taxes or employee fringe benefits and shall prepare, maintain and file all necessary reports with respect to such taxes or deductions and all other necessary statements and reports pertaining to Manager's employees.

2.6 Annual Budgets.

(a) Within ninety (90) days following the date hereof, and thereafter within sixty (60) days prior to the commencement of each fiscal year, Manager shall prepare and submit to Owner for approval:

(1) A proposed annual operating budget and projection of monthly receipts and disbursements for the Property for the forthcoming fiscal year in such format as is approved by Owner.

(2) A proposed annual budget and projection of capital or extraordinary expenditures for the forthcoming fiscal year in such format as is approved by Owner. Owner will consider the proposed budgets and will consult with Manager in the ensuing period prior to the commencement of the forthcoming fiscal year in order to mutually agree on an operating budget (the "Approved Operating Budget") and on a capital budget (the "Approved Capital Budget"). In the event that as of the commencement of any fiscal year Owner has failed to approve an Approved Operating Budget for such fiscal year, Manager is authorized to maintain and operate the Property under the parameters set forth in the Approved Operating Budget for the previous fiscal year.

(b) Manager agrees to use diligence and to employ all reasonable efforts to ensure that the actual costs of maintaining and operating the Property shall not exceed the Approved Operating Budget or the Approved Capital Budget.

(c) During each fiscal year, Manager agrees to inform Owner of any major increases in costs and expenses that were not foreseen during the budget preparation, and thus were not reflected in either the Approved Operating Budget or the Approved Capital Budget.

2.7 Collections. Manager shall collect all rents, deposits, fees and other sums payable with respect to the Property and all sums so collected shall be promptly deposited by Manager in the account named in section 2.9(a) herein.

2.8 Disbursements.

(a) Bank Accounts. One account shall be maintained for operating expenses and for rental income (the "Operating Account"). Authorized employees of both Owner and Manager shall be designated as signatories on this account. The account shall be maintained at Wells Fargo and the first line of said account shall be titled with the I.R.S. registered name for the tax identification number on the account, and further titled with Barker Cypress Market Place, Mark Fowler as Receiver for Property of, Transwestern Property Company SW GP, L.L.C. d/b/a Transwestern Agent for Stephen C. Ash, Receiver on subsequent lines as is appropriate, and shall be for the benefit of the Receiver. Manager will not commingle these funds with any other funds. A minimum account balance in the amount of \$ N/A shall be maintained in the Operating Account. This minimum account balance may be changed from time to time, upon written notice from Receiver to Manager. All costs associated with maintaining an Owner's bank account(s) including, but not



limited to, maintenance fees, account analysis fees, lockbox services fees and costs, positive pay charges, REALM collect charges, REALM pay charges, and wire transfer fees, shall be borne by the Owner. Should Owner not avail itself of positive pay services, then Owner will defend, indemnify and hold Manager harmless from all fines, suits, losses, liabilities, proceedings, claims, costs (including attorney's fees and court costs), demands, actions, or causes of action, of any kind and of whatsoever nature, whether in contract or tort, without regard to the cause or causes thereof arising from, growing out of, or in any way related to Owner's failure to use positive pay services.

(b) Operating Funds. Manager will make a careful analysis of all invoices received for services, work and supplies ordered in connection with the managing, maintaining, operating, and leasing of the Property. Following such analysis, Manager shall, from the funds

available in the Operating Account, pay the Management Fee (as hereafter defined) in accordance with Section 4.1 hereof, the salaries, wages, payroll taxes, Worker's Compensation insurance, employee fringe benefits and other compensation for on-site personnel and all such bills as and when the same shall become due and payable within the time required to obtain discounts, if any. The funds for operating expenses, construction expenses, personal property taxes, debt service or insurance premiums shall be disbursed from the Operating Account in accordance with the Approved Operating Budget and the Approved Capital Budget. Requests for operating funds shall be made by Manager using a format mutually agreed upon by both parties. The request for operating funds must be approved in writing by Owner. Requests for funds will be transmitted on a monthly basis for the previous months' invoices. In the event sufficient funds are not available in the Operating Account, Owner, upon request of Manager, shall promptly provide to Manager an amount sufficient to fully pay outstanding invoices/bills for the Property as set forth in the Approved Operating Budget and the Approved Capital Budget. Under no circumstances shall Manager be required to advance its own funds for the benefit of Owner or of the Property.

(c) Capital or Extraordinary Expenditures. All capital or extraordinary expenditures shall be approved in writing by Owner. Funds for payment of capital or extraordinary expenditures, if and when required, shall be requested by Manager concurrently with a request for operating funds. Disbursements will be made by Manager, who will account for capital expenditures separately from operating expenses.

(d) Handling of Funds. Operating funds and funds for capital or extraordinary expenditures shall be the exclusive property of Owner and shall not be commingled with funds of the Manager. Manager shall be entitled to draw against the Operating Account upon the signature of a duly authorized employee of Manager. Manager shall ensure such control over accounting and financial transactions as is reasonably necessary to protect Owner's assets from theft or fraudulent activity.

(e) Emergency Expenditures. In no event shall Manager make or incur any expenditures in excess of the amounts provided in the Approved Operating Budget, the Approved Capital Budget or otherwise approved by Owner in writing, unless the same are immediately required by law or made under circumstances which Manager deems an emergency, in which event Manager shall immediately notify Owner of the expenditure and the reasons therefore, and Owner shall immediately fund such expenditures. Under no circumstances shall Manager be obligated to pay any such costs from its personal accounts.

## 2.9 Reports.

(a) Monthly Report. Each month, Owner shall receive the monthly operating statement

of income and expenses and budget variance report, which shall be prepared using the modified cash or accrual method of accounting. Manager's monthly report shall include a narrative which shall include comments regarding significant events which occurred during the prior month and an explanation of all variances.

(b) Other Reports. Manager shall also submit to Owner the following monthly statements and reports with respect to the Property and such other reports reasonably requested by Owner:

- (1) A balance sheet;
- (2) A current rent roll;
- (3) A tenant receivable report;
- (4) A reconciliation of all bank accounts; and
- (5) A detailed general ledger.

These reports shall be submitted by Manager to Owner by the fifteenth (15th) day of the following month. Along with such reports, Manager shall remit to Owner the excess, if any, over any agreed minimum balance to be maintained in the Operating Account.

(c) Tax Reports and Special Reports. Manager shall not be responsible for any federal income tax reporting for the Property. Manager shall prepare and submit any additional or special reports required by Owner, provided that Owner shall bear the cost of preparation of any such reports.

2.10 Audit and Inspection Rights. Owner shall have access to Manager's books and records relating to the Property and shall have the right to audit such books and records, with reasonable notice to Manager, during the period of this Agreement; provided, however, that any such audit (i) shall be conducted only during Manager's normal business hours, (ii) shall be conducted in accordance with Generally Accepted Auditing Standards, as promulgated by the American Institute of Certified Public Accountants, and (iii) shall be related only to those activities performed by Manager for Owner. The cost of any such audit shall be borne by Owner.

2.11 Operating Expense Audits. The cost of any audit for operating expenses as provided in any Lease with tenants shall be a direct expense of the Owner unless the Lease provides that such audit is to be paid for by the tenant.

2.12 Compliance with Laws.

(a) Manager shall not in the performance of its services hereunder knowingly violate any federal, state, municipal or other governmental law, ordinance, rule or regulation.

(b) Manager shall notify Owner, as soon as practicable after Manager's receipt of notice, of any known violation of any federal, state, municipal or other governmental law, ordinance, rule or regulation due to the structure or condition of the Property or the use made thereof by any tenant or occupant.

(c) Manager shall not, in the performance of its services hereunder, knowingly violate, and shall comply in all material respects with, the terms of any ground lease, space lease, mortgage, deed of trust or other security instrument binding on or affecting any of the Property, provided that true and complete copies of such documents have been delivered to Manager or Owner has otherwise disclosed such terms to Manager in writing. In the event of a conflict between the terms of any such document and the terms of this Agreement, Manager shall not take any action except to

notify Owner and await Owner's written instructions. Manager shall not be required to make any payment or incur any liability in order to comply with any such terms or conditions of any such instruments.

**2.13 Notification of Litigation.** If Manager shall be apprised of any claim, demand, suit or other legal proceeding made or instituted against Owner on account of any matter connected with the Property, Manager shall notify Owner as soon as practicable following Manager's receipt of notice thereof. Manager shall assist and cooperate with Owner in all reasonable respects in the defense of any such suit or other legal proceeding.

### **III. COSTS AND EXPENSES**

#### **3.1 Owner's Expenses.**

(a) **Personnel Expenses.** Except for the expenses of Manager to be paid by Manager pursuant to Section 3.2 and Section 6.2 below, Owner shall pay all expenses of Manager in performing its duties hereunder, including, but not limited to, wages, salaries, payroll taxes, Worker's Compensation insurance, employee fringe benefits and other compensation paid by Manager to personnel involved with the management or leasing of the Property. In addition, Owner shall pay Manager's reasonable expenses and charges associated with accessing, securing, supporting, and maintaining the computer equipment, applications and systems used in connection with all services provided pursuant to this Agreement, including, but not limited to, charges associated with access to the Internet and internet based applications. All of the foregoing expenses shall be paid by the Owner to the extent the same are included in the Approved Operating Budget or are otherwise permitted under the provisions of Section 2.9 hereof. Should Manager be required to prepare and file 1099 Forms with the Internal Revenue Service for reporting payments to contractors and subcontractors employed on the property, then the Manager shall be reimbursed for all such filing and accounting costs by the Owner. For purposes of this section, the phrase "employee fringe benefits" means all reasonable and normal benefits commonly provided to Manager's employees including, but not limited to, medical insurance premiums and contributions to Manager's 401(k) plan.

#### **3.2 Manager's Expenses.** Manager shall be responsible for, and Owner shall not pay or be charged for:

(a) Manager's home office general and administrative expenses, including the salaries and compensation of supervisory personnel and any home office routine costs. Notwithstanding the foregoing, Owner shall reimburse Manager for reasonable payroll administrative and processing fees, and human resource fees.

(b) The cost of Worker's Compensation insurance and employer's liability insurance as described in Section 6.2(b) below for Manager's home office employees.

### **IV. COMPENSATION OF MANAGER**

**4.1 Management Fee.** As compensation for its services hereunder, Owner shall pay to Manager a monthly management fee (the "Management Fee") equal to the greater of (a) four percent (4%) of the Effective Gross Revenues or (b) Two Thousand and no/100 Dollars (\$2,000) per month. For

purposes of calculating the Management Fee, Effective Gross Revenues shall mean all revenues actually collected and deposited in the Operating Account each month, including operating cost reimbursements, charges for services and any other income, but shall not include security deposits (unless applied to rent) and insurance claims proceeds (unless said insurance proceeds represent lost gross revenues) plus all free revenues allowed to tenants as an inducement to lease space at the Property. Any partial month shall be prorated based on a 365 day year.

4.2 Construction Administration. Owner hereby appoints Manager as construction supervisor with respect to any tenant improvements, capital improvements or other construction projects for refurbishing the Property. Owner agrees to pay Manager a fee in an amount equal to four percent (4%) of the total cost of construction as agreed on by Owner and Manager.

## V. TERMINATION

5.1 Termination by Owner for Cause. This Agreement shall be immediately terminable by Owner without notice:

(a) Upon the occurrence of any of the following: (i) Manager ceases doing business as a going concern, (ii) the termination or suspension of Manager's real estate brokerage license, (iii) Manager makes an assignment for the benefit of creditors, (iv) Manager admits in writing its inability to pay its debts as they become due, (v) Manager is the subject of a voluntary or involuntary petition in bankruptcy, (vi) Manager is adjudicated as bankrupt or insolvent, (vii) Manager files or has filed against it any petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation or dissolution under any present or future state or federal bankruptcy or insolvency law, or a receiver or liquidator is appointed for all or a substantial part of Manager's assets or properties;

(b) Upon the failure by Manager to perform any of the Manager's covenants, obligations or duties contained in this Agreement, and the continuation of any such failure to perform after thirty (30) days' written notice thereof from Owner; provided, however, that if any such failure to perform is cured by Manager within said thirty (30) day period, such failure to perform shall no longer constitute cause for termination by Owner.

5.2 Termination by Manager for Cause. This Agreement may be immediately terminated by Manager upon the breach by Owner of any of its obligations hereunder and Owner's failure to cure such breach after ten (10) days' written notice thereof from Manager.

5.3 Termination Without Cause.

(a) This Agreement may be terminated by Owner without cause by giving at least sixty (60) days' prior written notice to Manager; provided, however, that in the event of any such termination by Owner without cause, (i) Owner shall reimburse Manager for the cost of employee termination, or employee transfer to other property locations, of Manager's personnel necessitated by such termination of the Agreement, including the cost of accrued vacation, wages in lieu of notice and/or severance pay, payroll taxes and Worker's Compensation insurance; and (ii) if such termination of the Agreement occurs during the initial Term of the Agreement, Owner shall pay Manager a cancellation fee equal to the two (2) prior months Management Fee. With respect to accrued vacation expense, Owner shall reimburse Manager only for the excess, if any, of the amount of the accrued vacation expense assumed by the Owner when the employee's employment



at the Property began.

(b) This Agreement may be terminated by Manager without cause by giving at least thirty (30) days' prior written notice to Owner.

**5.4 Rights and Obligations Upon Termination.**

(a) Upon the expiration of or the effective date of termination of this Agreement, Manager shall deliver to Owner the originals of all books and records (including invoices) in Manager's possession with respect to the Property relating to the period this Agreement is in effect, together with all permits, plans, Leases, licenses, contracts, other documents pertaining to the Property or to any items paid for by the Owner for its operation of the Property, any insurance policies, bills of sale or other documents evidencing title or rights of Owner, and any and all other records or documents pertaining to the Property, whether or not enumerated herein, which are necessary or desirable for the ownership and operation of the Property. Manager further agrees to do all other things reasonably necessary to cause an orderly transition of the management of the Property without detriment to the rights of Owner or to the continued management of the Property. Owner will promptly reimburse Manager for any out-of-pocket costs incurred by Manager in delivering the aforementioned documents.

(b) Within thirty (30) days after the expiration or effective date of termination of this Agreement, Manager shall render a full accounting to Owner which shall include all accrued expenses, including pro-rata vacation expenses accrued by Manager's onsite employees allocable to the Property during the manager's tenure. Such accounting shall cause all funds held by Manager relating to the Property to be delivered to Owner.

(b) Within fifteen (15) days of the expiration of, or the effective date of termination of, this Agreement, Manager will provide the Owner with a list of "Registered Purchase Prospects". Registered Purchase Prospects shall be defined as any outside party and/or any outside broker that the Manager has entered into negotiations to purchase the Property, notwithstanding whether or not such negotiations have been finalized prior to such termination. If the Owner sells the Property to any of the Registered Purchase Prospects within 180 days of cancellation or termination of this Agreement, then Manager shall be paid any applicable sales commission pursuant to and in accordance with Section 4.5 hereof.

(c) Upon termination of this Agreement, Owner agrees not to hire any of Manager's employees without prior notice thereof to Manager.

**VI. INSURANCE AND INDEMNIFICATION**

6.1 Owner's Insurance. Owner, at Owner's sole cost and expense, shall at all times during the term of this Agreement, carry and maintain the following insurance coverage with companies authorized to do business within the State of Texas, with an A.M. Best rating of A8 or better. Owner shall be responsible for the payment of any deductible or self-insured retention payable in connection therewith, shall furnish Manager with certificates of said insurance policy or policies and shall assume responsibility for placement and renewal of all such policies.

(a) Commercial General Liability Coverage. Commercial general liability insurance, on an occurrence form, adequate to protect the interest of the parties hereto, which policy or policies shall be so written as to protect Manager in the same manner and to the same extent they protect

Owner, shall name Manager as an additional insured, shall waive all rights of subrogation against Manager and shall be primary and not excess over any liability insurance carried by Manager. General liability risks and key exposures to be covered shall include, but not be limited to, the premises and Manager's operations in connection with the property, blanket contractual, personal injury, and use of owned, non-owned, or hired automobiles. The limits of each policy shall be not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage; and

(b) **Umbrella Liability Insurance.** Umbrella liability insurance written on an occurrence form, providing coverage in an amount of not less than \$5,000,000 per occurrence. Such insurance shall be in excess of Owner's liability coverages required herein and shall name manager as an additional insured; and waive all rights of subrogation against Manager, and

(c) **Property Insurance.** Fire, extended coverage, vandalism and malicious mischief insurance in such amounts as Owner deems necessary to fully protect the property. Such policy shall waive all rights of subrogation against Manager.

(d) **Primary Insurance.** All liability insurance maintained by Owner shall be primary, non contributory with, and not excess, over any liability insurance maintained by Manager.

6.2 **Manager's Insurance.** Manager shall at all times during the term of this Agreement, carry and maintain the following insurance coverage with companies qualified and authorized to do business within the State of Texas, with an A.M. Best rating of A8 or higher. Unless otherwise provided for in this Agreement under the section covering Manager's costs to be reimbursed by Owner, or other provisions of this Agreement, the cost of this insurance will be at Manager's sole cost and expense. Manager shall furnish Owner with certificates of said insurance policy or policies.

(a) **Employee Dishonesty Insurance.** An insurance policy which includes employee dishonesty coverage in the amount of not less than \$1,000,000, for all employees of Manager who handle funds of Owner. Said policy may be a blanket policy covering all employees of Manager.

(b) **Workers' Compensation Insurance.** Workers' compensation insurance in full compliance with all applicable state and federal laws and regulations covering all employees of Manager. Coverage shall include employer's liability insurance in the amount of not less than \$500,000.

6.3 **Manager's Indemnity.** Manager hereby agrees to defend, indemnify, and hold Owner, its officers, directors, agents, and employees, harmless from all fines, suits, levies, liabilities, proceedings, claims, actions, or causes of actions, of any kind and of whatsoever nature, whether in contract or in tort, including but not limited to court costs, litigation expenses, and reasonable attorney's fees arising from, growing out of, in connection with, or incidental to any act or omission constituting gross negligence or willful misconduct of any officer, director, agent, or employee of Manager, Manager's breach of this Agreement, but only if Manager has been given the notice provided for in Section 5.1(b) of this Agreement and Manager has not cured said breach within the time provided for in Section 5.1(b) of this Agreement, or any action taken by or on behalf of Manager relating to the Property which is not permitted by or pursuant to the provisions of this Agreement. The indemnification obligations of Manager shall survive the termination or expiration of this Agreement, with respect to any claims arising as the result of events occurring during the effective term of this Agreement.

## VII. MISCELLANEOUS

7.1 Sale of Property. Owner shall be free to sell, transfer or lease the Property to any third party. Upon direction from Owner, Manager shall cooperate fully and completely with the prospective purchasers or lessees of the Property in their review of the Property and the files related thereto. Manager hereby covenants that within a reasonable time, it will provide all information regarding the Property, its operations and this Agreement so as to assist Owner in the sale of the Property.

7.2 Notice. Any notice, demand or communication required or permitted hereunder, addressed to the following addresses or to such other addresses as any party may hereafter designate by written notice, shall be deemed effectively given when (a) mailed by registered or certified mail, postage prepaid, return receipt requested, or (b) received or refused if delivered by facsimile, personal delivery, or national courier.

To Receiver: Mark Fowler  
1900 West Loop South #1300  
Houston, Texas 77027  
Tel: 713-270-3365  
Fax: 713-271-8063

To Manager: Transwestern  
1900 West Loop South #1300  
Houston, Texas 77027  
Tel: 713-270-7700  
Fax: 713-270-6285  
Attn: Stephen C. Ash

7.3 Headings. The headings used herein are for purposes of convenience only and should not be used in construing the provisions hereof.

7.4 Covenant of Further Assurances. The parties hereby agree to execute such other documents and perform such other acts as may be necessary or desirable to carry out the purposes of this Agreement.

7.5 Entire Agreement. This document, including any exhibits attached hereto, represents the entire agreement between the parties with respect to the subject matter hereof, and to the extent inconsistent therewith, supersedes all other prior agreements, representations, and covenants, oral or written.

7.6 Assignment. Owner shall have the right at any time in its sole discretion, to assign its rights and obligations hereunder to any successor in interest to the Property. Manager shall not assign its rights hereunder without the prior written consent of Owner, and any such assignment without Owner's prior consent shall be null and void.

7.7 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, legal representatives, successors and assigns.

7.8 Attorneys' Fees. In the event of any controversy, claim or action being filed between the parties respecting this Agreement or in connection with the Property, the prevailing party shall be entitled, in addition to all expenses, costs or damages, to reasonable attorneys' fees, only if such controversy was litigated or prosecuted to judgment.

7.9 Time of the Essence. Time is of the essence of this Agreement with respect to this Agreement.

7.10 Governing Law. This Agreement is entered into and shall be governed by and construed in accordance with the laws of the State of Texas.

7.11 No Advertising. No publication, announcement or other public advertisement of Owner's name in connection with the Property shall be made by Manager without Owner's approval, except in connection with Leases or other agreements negotiated and/or entered into by Manager in Owner's name as expressly provided for herein, or as may be required by applicable law.

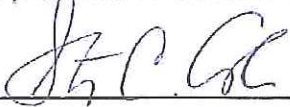
7.12 Amendment. This Agreement may not be modified except by an express writing signed by the parties hereto.

7.13 Limitation of Liability. The burdens and liabilities of this Agreement shall extend only to Receiver in his capacity as a receiver only, as defined and limited by the February 9, 2011 Order Appointing Receiver, and not in his individual capacity. Manager agrees to look solely to Receiver to the extent of Receiver's interest in the Property for the satisfaction of any liability or obligation arising under this Agreement or the transactions contemplated hereby, or for the performance of any of the covenants, warranties, obligations or other agreements contained herein, and further agrees not to sue or otherwise seek to enforce any personal obligation against any of Receiver's assets, other than Receiver's interest in the Property with respect to any matters arising out of or in connection with this Agreement or the duties and obligations contemplated hereby.


#### SIGNATURES

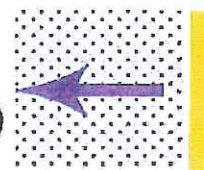
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the date(s) set forth below, to be effective as of the day and year first above written.

MANAGER:  
TRANSWESTERN PROPERTY COMPANY  
SW GP, L.L.C. D/B/A TRANSWESTERN

By:   
Name: STEPHEN C. ASH  
Title: MANAGING SVP  
Date: 6/14/13

OWNER:  
MARK T. FOWLER, RECEIVER

By:   
Name: Mark T. Fowler  
Title: Receiver  
Date: 6/14/13





**EXHIBIT A**

**PROPERTY DESCRIPTION**

17817 FM 529 (Spencer Road), Houston, Texas 77059<sup>25</sup>

**Exhibit B**  
**Vendor/Service Providers**

**RECEIVER'S REPORT  
CIVIL ACTION CASE NO. 4:13-CV-001142**

**BARKER CYPRESS MARKET PLACE  
17817 FM 529 – HOUSTON, TEXAS 77095**

**VENDOR LIST**

***SERVICE CONTRACTS:***

***Electricity:***

AmeriPower  
P.O. Box 16206  
Sugarland, Texas 77496  
Phone: (281) 240-0405

***Water:***

Langham Creek MUD  
c/o Severn Trent Services  
P.O. Box 218025  
Houston, Texas 77218-9911  
Phone: (281) 579-4500

***Parking Lot Sweeping/Janitorial:***

Ideal Building Maintenance  
Tommy Vela  
Phone: (832) 444-1840

***Landscape:***

TLS, Inc.  
Jorge Cardenas/Troy Smith  
Phone: (832) 331-5759

***Trash Removal:***

Republic Waste  
Julia Holt  
Phone: (832) 327-6413

**Exhibit C**  
**Property Inventory**



**RECEIVER'S REPORT  
CIVIL ACTION CASE NO. 4:13-CV-001142**

**BARKER CYPRESS MARKET PLACE  
17817 FM 529 – HOUSTON, TEXAS 77095**

<b><i>PROPERTY INVENTORY</i></b>
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The following suites were vacant upon Transwestern taking over management of the center. No inventory was left inside the vacancies and there are no maintenance closets with any supplies.

Suites	Square Footage
112	2,700
115	1,200
120	1,200
145	1,125
150	1,500
155	1,650
157	1,350
6960	41,320 (former HEB)

Cricket Wireless has vacated the premises as of August 3, 2013 (Suite 135 1,275) there was no inventory in space.

Information related to the inventory has been requested from Houston Structures however no items were received.

## **Exhibit D**

### **Financial Statements/Variance Reports**

**RECEIVER'S REPORT  
CIVIL ACTION CASE NO. 4:13-CV-001142**

**BARKER CYPRESS MARKET PLACE  
17817 FM 529 – HOUSTON, TEXAS 77095**

***FINANCIAL STATEMENTS & VARIANCE REPORTS***

Transwestern has requested financials from Houston Structures (Wilshire Capital Group) however no financials have been provided. An operating budget is being prepared and will be included in the September report.

Database: TCS_PROD	<b>BALANCE SHEET</b>	Page: 1
ENTITY: BARKER	<b>TCS Production Database</b>	Date: 9/12/2013
	<b>BARKER CYPRESS MARKET PLACE</b>	Time: 12:34 PM
Cash		
	Aug 2013	Dec 2012

**ASSETS**

BUILDING IMPROVEMENTS	15,497.08	0.00
TOTAL INVESTMENT IN REAL ESTATE	15,497.08	0.00
NET INVESTMENT IN REAL ESTATE	15,497.08	0.00
CASH	355.49	0.00
DEPOSITS	300.00	0.00
TOTAL OTHER ASSETS	0.00	0.00
TOTAL ASSETS	16,152.57	0.00

**LIABILITIES & EQUITY**

LIABILITIES		
TOTAL LIABILITIES	0.00	0.00
EQUITY		
CURRENT YEAR INCOME/(LOSS)	16,152.57	0.00
TOTAL EQUITY	16,152.57	0.00
TOTAL LIABILITIES & EQUITY	16,152.57	0.00



Comparative Income Statement										1
DETAILED STATEMENT OF OPERATIONS										9/12/2013
TCS Production Database										12:34 PM
BARKER CYPRESS MARKET PLACE										
Database:	TCS_PROD									Page:
ENTITY:	BARKER									Date:
										Time:
Cash										
	Thru:	Actual Aug 2013	Current Period Budget Aug 2013	Variance	Actual Aug 2013	Year-To-Date Budget Aug 2013	Variance			
REVENUE										
RENTAL INCOME										
BASE RENT		56,383.74	0.00	56,383.74	66,869.50	0.00	66,869.50	0.00%	0.00%	
RENT ABATEMENT		(3,785.25)	0.00	(3,785.25)	(3,785.25)	0.00	(3,785.25)	0.00%	0.00%	
TOTAL RENTAL INCOME		52,598.49	0.00	52,598.49	63,084.25	0.00	63,084.25			
TENANT REIMBURSEMENTS										
OPERATING ESCALATIONS		(1,050.00)	0.00	(1,050.00)	(1,050.00)	0.00	(1,050.00)	0.00%	0.00%	
CAM REIMBURSEMENT		3,397.42	0.00	3,397.42	6,136.84	0.00	6,136.84	0.00%	0.00%	
TOTAL TENANT REIMBURSEMENTS		2,347.42	0.00	2,347.42	5,086.84	0.00	5,086.84			
OTHER INCOME										
TOTAL OTHER INCOME		0.00	0.00	0.00	0.00	0.00	0.00			
TOTAL REVENUES		54,945.91	0.00	54,945.91	68,171.09	0.00	68,171.09			
RECOVERABLE EXPENSES										
JANITORIAL										
TRASH REMOVAL		6,668.06	0.00	(6,668.06)	7,951.31	0.00	(7,951.31)	0.00%	0.00%	
TOTAL JANITORIAL		6,668.06	0.00	(6,668.06)	7,951.31	0.00	(7,951.31)			
REPAIRS & MAINTENANCE										
ELECTRICAL / LIGHTING		2,824.90	0.00	(2,824.90)	2,824.90	0.00	(2,824.90)	0.00%	0.00%	
LANDSCAPING/IRRIGATION		438.41	0.00	(438.41)	438.41	0.00	(438.41)	0.00%	0.00%	
EXTERIOR BUILDING MAINT.		7,176.97	0.00	(7,176.97)	7,176.97	0.00	(7,176.97)	0.00%	0.00%	
PARKING & PAVING		811.88	0.00	(811.88)	811.88	0.00	(811.88)	0.00%	0.00%	
SIGN/MONUMENT MAINT		3,669.68	0.00	(3,669.68)	3,669.68	0.00	(3,669.68)	0.00%	0.00%	

Database: TCS_PROD	Comparative Income Statement				Page: 2
ENTITY: BARKER	DETAILED STATEMENT OF OPERATIONS				Date: 9/12/2013
	TCS Production Database				Time: 12:34 PM
	BARKER CYPRESS MARKET PLACE				
Cash					
	Thru:	Current Period		Year-To-Date	
		Actual	Budget	Actual	Budget
		Aug 2013	Aug 2013	Aug 2013	Aug 2013
			Variance		Variance
TOTAL REPAIRS & MAINTENANCE		14,921.84	0.00	(14,921.84)	
				14,921.84	0.00
					(14,921.84)
CONTRACT SERVICES					
SECURITY		1,866.65	0.00	(1,866.65)	
				1,866.65	0.00
					(1,866.65)
EXTERIOR LANDSCAPING		5,920.20	0.00	(5,920.20)	
				8,905.67	0.00
					(8,905.67)
PARKING SWEEPING & CLEAN		433.00	0.00	(433.00)	
				965.93	0.00
					(965.93)
TOTAL CONTRACT SERVICES		8,219.85	0.00	(8,219.85)	
				11,738.25	0.00
					(11,738.25)
UTILITIES					
ELECTRICITY		0.00	0.00	0.00	
				3,215.10	0.00
					(3,215.10)
WATER & SEWER		1,956.06	0.00	(1,956.06)	
				2,006.06	0.00
					(2,006.06)
TOTAL UTILITIES		1,956.06	0.00	(1,956.06)	
				5,221.16	0.00
					(5,221.16)
MANAGEMENT FEES					
PROPERTY MANAGEMENT FEES		5,841.00	0.00	(5,841.00)	
				5,841.00	0.00
					(5,841.00)
TOTAL MANAGEMENT FEES		5,841.00	0.00	(5,841.00)	
				5,841.00	0.00
					(5,841.00)
TAXES					
TOTAL TAXES		0.00	0.00	0.00	
				0.00	0.00
INSURANCE					
TOTAL INSURANCE		0.00	0.00	0.00	
				0.00	0.00
ADMINISTRATIVE EXPENSES					
TELEPHONE		30.00	0.00	(30.00)	
				45.00	0.00
					(45.00)
TRAVEL & ENTERTAINMENT		108.48	0.00	(108.48)	
				162.72	0.00
					(162.72)
OTHER PROFESSIONAL		(2,500.00)	0.00	2,500.00	
				0.00	0.00
					0.00
DATA PROCESSING		70.06	0.00	(70.06)	
				70.06	0.00
					(70.06)
BANK CHARGES		24.53	0.00	(24.53)	
				24.53	0.00
					(24.53)
TOTAL ADMINISTRATIVE EXPENSES		(2,266.93)	0.00	2,266.93	
				302.31	0.00
					(302.31)

Database: TCS_PROD	Comparative Income Statement					Page: 3
ENTITY: BARKER	DETAILED STATEMENT OF OPERATIONS					Date: 9/12/2013
	TCS Production Database					Time: 12:34 PM
	BARKER CYPRESS MARKET PLACE					
Cash						

## TOTAL RECOVERABLE EXPENSES

35,339.88	0.00	(35,339.88)	45,975.87	0.00	(45,975.87)
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## TOTAL OPERATING INCOME

19,606.03	0.00	19,606.03	22,195.22	0.00	22,195.22
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## NON-RECOVERABLE EXPENSES

4,912.50	0.00	(4,912.50)	4,912.50	0.00	(4,912.50)	0.00%
0.00	0.00	0.00	541.25	0.00	(541.25)	0.00%
0.00	0.00	0.00	453.59	0.00	(453.59)	0.00%
135.31	0.00	(135.31)	135.31	0.00	(135.31)	0.00%

## TOTAL NON-RECOVERABLE EXPENSES

5,047.81	0.00	(5,047.81)	6,042.65	0.00	(6,042.65)
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## TOTAL NET OPERATING INCOME

14,558.22	0.00	14,558.22	16,152.57	0.00	16,152.57
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## NET INCOME/(LOSS)

14,558.22	0.00	14,558.22	16,152.57	0.00	16,152.57
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## CAPITAL EXPENDITURES

## BUILDING IMPROVEMENTS

(15,497.08)	0.00	(15,497.08)	(15,497.08)	0.00	(15,497.08)	0.00%
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## TOTAL CAPITAL EXPENDITURES

(15,497.08)	0.00	(15,497.08)	(15,497.08)	0.00	(15,497.08)
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## DEPOSITS &amp; ESCROWS

0.00	0.00	0.00	300.00	0.00	(300.00)
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## TOTAL BALANCE SHEET ITEMS

0.00	0.00	0.00	(300.00)	0.00	300.00
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Database: TCS\_PROD  
ENTITY: BARKER

Comparative Income Statement  
DETAILED STATEMENT OF OPERATIONS  
TCS Production Database  
BARKER CYPRESS MARKET PLACE

Page: 4  
Date: 9/12/2013  
Time: 12:34 PM

Cash

Thru:

	Actual Aug 2013	Current Period Budget Aug 2013	Variance	Actual Aug 2013	Year-To-Date Budget Aug 2013	Variance
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NET CASH FLOW	(938.86)	0.00	(938.86)	355.49	0.00	355.49
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CHECK TOTAL	(938.86)	0.00	938.86	355.49	0.00	(355.49)
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Database:	TCS_PROD	Aged Delinquencies	Page:	1
		TCS Production Database	Date:	9/12/2013
ENTITY:	BARKER	BARKER CYPRESS MARKET PLACE	Time:	12:35 PM
		Period: 08/13		

Invoice Date	Category	Source	Amount	Current	1 Month	2 Months	3 Months	4 Months
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<b>BARKER-HT24090 Cricket Wireless</b>				Master Occupant Id: HT323034-1		Day Due: 1	Delq Day:		
Brenda Rodriguez				135	Inactive	Last Payment:			
(713) 991-0091									
7/1/2013	CAM	COMMON AREA	CH	510.00	0.00	510.00	0.00	0.00	0.00
7/1/2013	RTL	RETAIL BASE RENT	CH	1,115.63	0.00	1,115.63	0.00	0.00	0.00
8/1/2013	CAM	COMMON AREA	CH	510.00	510.00	0.00	0.00	0.00	0.00
8/1/2013	RTL	RETAIL BASE RENT	CH	1,115.63	1,115.63	0.00	0.00	0.00	0.00

CAM	COMMON AREA	1,020.00	510.00	510.00	0.00	0.00	0.00
RTL	RETAIL BASE RENT	2,231.26	1,115.63	1,115.63	0.00	0.00	0.00

**Cricket Wireless Total:** 3,251.26 1,625.63 1,625.63 0.00 0.00 0.00

<b>BARKER-HT24189 First Pawn and Jewelry</b>				Master Occupant Id: HT323111-1			Day Due: 1	Delq Day:	
Scott Sanchez				105	Current	Last Payment:		8/19/2013	4,725.00
(281) 550-4179									
8/19/2013	PPR	PREPAID RENT	CR	-4,614.75	-4,614.75	0.00	0.00	0.00	0.00

PPR	PREPAID RENT	-4,614.75	-4,614.75	0.00	0.00	0.00	0.00
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**First Pawn and Jewelry Total:** -4,614.75 -4,614.75 0.00 0.00 0.00 0.00

BARKER-HT24190 Exclusively Yours				Master Occupant Id: HT323112-1		Day Due: 1	Delq Day:		
(281) 855-4700				147	Current	Last Payment:	9/5/2013	2,400.00	
7/1/2013	CAM	COMMON AREA	CH	257.50	0.00	257.50	0.00	0.00	0.00
8/1/2013	CAM	COMMON AREA	CH	695.00	695.00	0.00	0.00	0.00	0.00
8/1/2013	RTL	RETAIL BASE RENT	CH	2,162.50	2,162.50	0.00	0.00	0.00	0.00

CAM	COMMON AREA	952.50	695.00	257.50	0.00	0.00	0.00
RTL	RETAIL BASE RENT	2,162.50	2,162.50	0.00	0.00	0.00	0.00

**Exclusively Yours Total:** 3,115.00 2,857.50 257.50 0.00 0.00 0.00

<b>BARKER-HT24295 PayDay Advance</b>				Master Occupant Id: HT323204-1		Day Due: 1	Delq Day:		
Valerie Robinson				159	Current	Last Payment:			
(817) 335-1100									
7/1/2013	CAM	COMMON AREA	CH	648.00	0.00	648.00	0.00	0.00	0.00
7/1/2013	RTL	RETAIL BASE RENT	CH	1,965.02	0.00	1,965.02	0.00	0.00	0.00
8/1/2013	CAM	COMMON AREA	CH	648.00	648.00	0.00	0.00	0.00	0.00
8/1/2013	RTL	RETAIL BASE RENT	CH	2,214.92	2,214.92	0.00	0.00	0.00	0.00

CAM	COMMON AREA	1,296.00	648.00	648.00	0.00	0.00	0.00
RTL	RETAIL BASE RENT	4,179.94	2,214.92	1,965.02	0.00	0.00	0.00

**PayDay Advance Total:** 5,475.94 2,862.92 2,613.02 0.00 0.00 0.00

<b>BARKER-HT24297 Las Lomas Mexican Restaurant</b>				Master Occupant Id: HT323206-1		Day Due: 1	Delq Day:		
Cesar Lopez				165	Current	Last Payment:		7/11/2013	800.00
(281) 758-9231									
7/1/2013	CAM	COMMON AREA	CH	2,267.00	0.00	2,267.00	0.00	0.00	0.00
7/1/2013	RTL	RETAIL BASE RENT	CH	4,979.70	0.00	4,979.70	0.00	0.00	0.00
8/1/2013	CAM	COMMON AREA	CH	2,267.00	2,267.00	0.00	0.00	0.00	0.00
8/1/2013	RTL	RETAIL BASE RENT	CH	5,779.70	5,779.70	0.00	0.00	0.00	0.00

CAM	COMMON AREA	4,534.00	2,267.00	2,267.00	0.00	0.00	0.00
RTL	RETAIL BASE RENT	10,759.40	5,779.70	4,979.70	0.00	0.00	0.00

Database:	TCS_PROD	Aged Delinquencies	Page:	2
		TCS Production Database	Date:	9/12/2013
ENTITY:	BARKER	BARKER CYPRESS MARKET PLACE	Time:	12:35 PM
		Period: 08/13		

Invoice Date	Category	Source	Amount	Current	1 Month	2 Months	3 Months	4 Months
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<b>Las Lomas Mexican Restaurant Total:</b>			15,293.40	8,046.70	7,246.70	0.00	0.00	0.00
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<b>BARKER-HT24299 Ultra Nails</b>	Master Occupant Id: HT323208-1	Day Due: 1	Delq Day:	
Peter Thanh Luong	130 Current	Last Payment:	8/8/2013	2,292.84

7/1/2013	CAM	COMMON AREA	CH	200.00	0.00	200.00	0.00	0.00	0.00
8/1/2013	CAM	COMMON AREA	CH	200.00	200.00	0.00	0.00	0.00	0.00

CAM	COMMON AREA	400.00	200.00	200.00	0.00	0.00	0.00
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<b>Ultra Nails Total:</b>	400.00	200.00	200.00	0.00	0.00	0.00
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<b>BARKER-HT24300 Double Dragon</b>	Master Occupant Id: HT323209-1	Day Due: 1	Delq Day:	
	160 Current	Last Payment:	8/6/2013	2,477.39

8/1/2013	CAM	COMMON AREA	CH	148.78	148.78	0.00	0.00	0.00	0.00
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CAM	COMMON AREA	148.78	148.78	0.00	0.00	0.00	0.00
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<b>Double Dragon Total:</b>	148.78	148.78	0.00	0.00	0.00	0.00
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<b>BARKER-HT24713 HEB</b>	Master Occupant Id: HT323514-1	Day Due: 1	Delq Day:	
Kathy Bauer	6960 Current	Last Payment:	9/5/2013	40,046.63
(210) 938-7376				

8/23/2013	PPR	PREPAID RENT	CR	-40,046.63	-40,046.63	0.00	0.00	0.00	0.00
8/31/2013	RTL	RETAIL BASE RENT	CH	40,046.63	40,046.63	0.00	0.00	0.00	0.00
8/31/2013	RTL	RETAIL BASE RENT	CH	40,046.63	40,046.63	0.00	0.00	0.00	0.00

PPR	PREPAID RENT	-40,046.63	-40,046.63	0.00	0.00	0.00	0.00
RTL	RETAIL BASE RENT	80,093.26	80,093.26	0.00	0.00	0.00	0.00

<b>HEB Total:</b>	40,046.63	40,046.63	0.00	0.00	0.00	0.00
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CAM	COMMON AREA	8,351.28	4,468.78	3,882.50	0.00	0.00	0.00
PPR	PREPAID RENT	-44,661.38	-44,661.38	0.00	0.00	0.00	0.00
RTL	RETAIL BASE RENT	99,426.36	91,366.01	8,060.35	0.00	0.00	0.00

<b>ENTITY BARKER Total:</b>	63,116.26	51,173.41	11,942.85	0.00	0.00	0.00
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CAM	COMMON AREA	8,351.28	4,468.78	3,882.50	0.00	0.00	0.00
PPR	PREPAID RENT	-44,661.38	-44,661.38	0.00	0.00	0.00	0.00
RTL	RETAIL BASE RENT	99,426.36	91,366.01	8,060.35	0.00	0.00	0.00

<b>Grand Total:</b>	63,116.26	51,173.41	11,942.85	0.00	0.00	0.00
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Database: TCS_PROD	Cash Receipts	Page: 1
BLDG BARKER	TCS Production Database	Date: 9/12/2013
	BARKER CYPRESS MARKET PLACE	Time: 12:35 PM
	08/13 Thru 08/13	
Income Category		
Amount		

Master Occupant: HT323033-1 Amigo Dental

Suite: BARKER - 109

CAM	COMMON AREA	713.05
RTL	RETAIL BASE RENT	2,091.00
	<b>Total:</b>	<b>2,804.05</b>

Master Occupant: HT323111-1 First Pawn and Jewelry

Suite: BARKER - 105

PPR	PREPAID RENT	4,725.00
	<b>Total:</b>	<b>4,725.00</b>

Master Occupant: HT323112-1 Exclusively Yours

Suite: BARKER - 147

CAM	COMMON AREA	437.50
RTL	RETAIL BASE RENT	2,162.50
	<b>Total:</b>	<b>2,600.00</b>

Master Occupant: HT323208-1 Ultra Nails

Suite: BARKER - 130

CAM	COMMON AREA	434.00
RTL	RETAIL BASE RENT	1,858.84
	<b>Total:</b>	<b>2,292.84</b>

Master Occupant: HT323209-1 Double Dragon

Suite: BARKER - 160

CAM	COMMON AREA	589.67
RTL	RETAIL BASE RENT	1,887.72
	<b>Total:</b>	<b>2,477.39</b>

Master Occupant: HT323514-1 HEB

Suite: BARKER - 6960

PPR	PREPAID RENT	40,046.63
	<b>Total:</b>	<b>40,046.63</b>

**Totals for BLDG BARKER**

CAM	COMMON AREA	2,174.22
PPR	PREPAID RENT	44,771.63
RTL	RETAIL BASE RENT	8,000.06
	<b>Total:</b>	<b>54,945.91</b>

**Grand Totals**

CAM	COMMON AREA	2,174.22
PPR	PREPAID RENT	44,771.63
RTL	RETAIL BASE RENT	8,000.06
	<b>Total:</b>	<b>54,945.91</b>

**BARKER CYPRESS MARKETPLACE**Operating Account  
August 31, 2013

WELLS FARGO

ACCOUNT 4941269268

STATEMENT BALANCE	14,742.75
OUTSTANDING DEPOSITS	-
OUTSTANDING DEPOSITS TOTAL:	0.00
OUTSTANDING CHECKS	
OUTSTANDING CHECKS SEE ATTACHED LISTING	14,387.26
STATEMENT BALANCE SUBTOTAL:	355.49
GENERAL LEDGER BALANCE:	355.49
DIFFERENCE:	0.00
ACCOUNT ADJUSTMENTS	
ACCOUNT ADJUSTMENTS TOTAL:	0.00
ENDING BALANCE TOTAL:	355.49
GENERAL LEDGER BALANCE:	355.49
DIFFERENCE:	<b>IN BALANCE</b>

Prepared by:



Date: September 6, 2013

Approved by:



Date: 9/6/13



**WellsOne® Account**

Account number: 4941269268 ■ August 1, 2013 - August 31, 2013 ■ Page 1 of 2



SEP 03 2013

HOUSTON STRUCTURES LLC  
 MARK FOWLER AS RECEIVER FOR PROPERTY  
 TRANSWESTERN PROPERTY CO SW GP LLC AAF  
 1900 WEST LOOP S STE 1300  
 HOUSTON TX 77027-3218

W0

**Questions?**

Call your Customer Service Officer or Client Services  
**1-800-AT WELLS** (1-800-289-3557)  
 5:00 AM TO 6:00 PM Pacific Time Monday - Friday

Online: [wellsfargo.com](http://wellsfargo.com)

Write: Wells Fargo Bank, N.A. (182)  
 PO Box 63020  
 San Francisco, CA 94163

**Account summary****WellsOne® Account**

Account number	Beginning balance	Total credits	Total debits	Ending balance
4941269268	\$6,631.59	\$94,992.54	-\$86,881.38	\$14,742.75

**Credits****Deposits**

Effective date	Posted date	Amount	Transaction detail
	08/09	2,804.05	Deposit
		<b>\$2,804.05</b>	<b>Total deposits</b>

**Electronic deposits/bank credits**

Effective date	Posted date	Amount	Transaction detail
	08/06	5,077.39	Over The Counter Deposit
	08/08	2,292.84	Over The Counter Deposit
	08/09	40,046.63	Over The Counter Deposit
	08/19	4,725.00	Over The Counter Deposit
	08/23	40,046.63	Over The Counter Deposit
		<b>\$92,188.49</b>	<b>Total electronic deposits/bank credits</b>
		<b>\$94,992.54</b>	<b>Total credits</b>

**Debits****Electronic debits/bank debits**

Effective date	Posted date	Amount	Transaction detail
	08/12	24.53	Client Analysis Svc Chrg 130809 Svc Chge 0713 000004941269268
	08/14	40,046.63	Return Item Charge - Paper MN 130814
		<b>\$40,071.16</b>	<b>Total electronic debits/bank debits</b>

Account number: 4941269268 ■ August 1, 2013 - August 31, 2013 ■ Page 2 of 2

**Checks paid**

<i>Number</i>	<i>Amount</i>	<i>Date</i>	<i>Number</i>	<i>Amount</i>	<i>Date</i>	<i>Number</i>	<i>Amount</i>	<i>Date</i>
103	350.00	08/09	110	1,201.15	08/28	114	1,380.19	08/30
106*	1,203.99	08/02	111	2,514.42	08/30	117*	993.74	08/30
108*	1,283.25	08/06	112	8,021.33	08/29	118	5,841.00	08/19
109	2,500.00	08/01	113	19,946.15	08/15	119	1,575.00	08/27
<b>\$46,810.22</b>			<b>Total checks paid</b>					

\* Gap in check sequence.

<b>\$86,881.38</b>	<b>Total debits</b>
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**Daily ledger balance summary**

<i>Date</i>	<i>Balance</i>	<i>Date</i>	<i>Balance</i>	<i>Date</i>	<i>Balance</i>
07/31	6,831.59	08/09	51,515.26	08/23	30,428.58
08/01	4,131.59	08/12	51,490.73	08/27	28,853.58
08/02	2,927.60	08/14	11,444.10	08/28	27,652.43
08/06	6,721.74	08/15	-8,502.05	08/29	19,631.10
08/08	9,014.58	08/19	-9,618.05	08/30	14,742.75
<b>Average daily ledger balance</b>		<b>\$14,907.35</b>			

Database: TCS_PROD	Outstanding Check List for Bank Reconciliations	Page: 1
Report Id: MRI_OUTLSTBR	TCS Production Database	Date: 9/6/2013
	Statement Ending 8/31/2013	Time: 10:35 AM
	Bank Account BARKOP WELLS FARGO BANK	
	General Ledger Reconciliation Period: 08/13	
Bank Reconciliation Id: 121598		MRI Program Source: Windows

Check #	Check Date	Check Period	Vendor Number	Vendor Name	Amount
115	8/13/2013	08/13	HTLOCLI	LOCKE LORD LLP	662.50
116	8/13/2013	08/13	HTREPSV	REPUBLIC SERVICES #853	2,578.64
120	8/30/2013	08/13	HTDEBLA	DEBRA LARGENT	138.48
121	8/30/2013	08/13	HTHOUHF	HOUSTON HARRIS DIVISION PATROL	1,866.65
122	8/30/2013	08/13	HTLANGH	LANGHAM CREEK UD	1,956.06
123	8/30/2013	08/13	HTTLS	TROY'S LANDSCAPINE SERVICES INC	5,364.87
124	8/30/2013	08/13	HTTRACP	TRANSWESTERN COMMERCIAL SVCS	1,820.06
Outstanding Check Total:					14,387.26

Database: TCS_PROD	Cleared Check List for Bank Reconciliations				Page: 1
Report Id: ARG_CLRDCCHK	TCS Production Database				Date: 9/6/2013
	Statement Ending 8/31/2013				Time: 10:38 AM
	Bank Account BARKOP WELLS FARGO BANK				
	General Ledger Reconciliation Period: 08/13				
Bank Reconciliation Id: 121598					
Check #	Check Date	Check Period	Vendor Number	Vendor Name	Amount Notes

103	7/16/2013	07/13	HTLANGH	LANGHAM CREEK UD	350.00
106	7/31/2013	07/13	HTAMEPC	AMERPOWER LLC	1,203.99
108	7/31/2013	07/13	HTREPSV	REPUBLIC SERVICES #853	1,283.25
109	7/31/2013	07/13	HTTRACP	TRANSWESTERN COMMERCIAL SVCS	2,500.00
110	8/13/2013	08/13	HMHIGHL	HIGHLIGHTS ELECTRICAL	1,201.15
111	8/13/2013	08/13	HTALLWS	ALLIED WASTE SERVICES #853	2,514.42
112	8/13/2013	08/13	HTBLANC	BLANCO ELECTRIC LTD CO.	8,021.33
113	8/13/2013	08/13	HTCHRES	CHAMBERS RESTORATION INC	19,946.15
114	8/13/2013	08/13	HTIDEAL	IDEAL BUILDING MAINTENANCE, LC.	1,380.19
117	8/13/2013	08/13	HTTLS	TROY'S LANDSCAPINE SERVICES INC	993.74
118	8/13/2013	08/13	HTTRACP	TRANSWESTERN COMMERCIAL SVCS	5,841.00
119	8/13/2013	08/13	HTUCALL	JEFFERY WHITE	1,575.00

Cleared Check Total: 46,810.22

Database: TCS_PROD		General Ledger			Page: 1					
ENTITY: BARKER		TCS Production Database			Date: 9/3/2013					
		BARKER CYPRESS MARKET PLACE			Time: 03:06 PM					
Cash		08/13 - 08/13								
Report includes an open period. Entries are not final.										
Account Entity	Period	Entry Date	Src Reference	Site Id	Job Code	Description	Dept	Debit	Credit	Balance
1000-010						CASH - OPERATING				1,294.35
						Balance Forward				
BARKER	08/13	08/31/13	AP 112869	HT		A/P Cash Disbursed for checks 110-124		0.00	55,860.24	-54,565.89
BARKER	08/13	08/31/13	CM095387	HT		Cash Recpt NON-TENANT		40,046.63	0.00	-14,519.26
BARKER	08/13	08/31/13	CM095387	HT		Cash Recpt CAM COMMON AREA		3,397.42	0.00	-11,121.84
BARKER	08/13	08/31/13	CM095387	HT		Cash Recpt PPR PREPAID RENT		84,818.26	0.00	73,696.42
BARKER	08/13	08/31/13	CM095387	HT		Cash Recpt RTL RETAIL BASE RENT		11,785.31	0.00	85,481.73
BARKER	08/13	08/31/13	CM095387	HT		Non Suf Fund PPR PREPAID RENT		0.00	40,046.63	45,435.10
BARKER	08/13	08/31/13	CM095387	HT		Paymnt Rev NON-TENANT		0.00	40,046.63	5,388.47
BARKER	08/13	08/31/13	CM095387	HT		Paymnt Rev FRX FREE RENT		0.00	3,785.25	1,603.22
BARKER	08/13	08/31/13	CM095387	HT		Paymnt Rev FRX FREE OPERATING EXPENSES		0.00	1,050.00	553.22
BARKER	08/13	08/31/13	CM095387	HT		Paymnt Rev PPR PREPAID RENT		0.00	173.20	380.02
BARKER	08/13	08/31/13	JN 186402	HT		8/12 JULY BANK FEES		0.00	24.53	355.49
** Account Totals								140,047.62	140,986.48	355.49
** Grand Totals								140,047.62	140,986.48	



MONTH Aug-13

MRI-TCS

BARKER CYPRESS MARKETPLACE

HOUSTON STRUCTURES LLC

WELLS FARGO  
OPERATING ACCOUNT

TID: 20-8028209

ACCOUNT: 4941269268  
BANK ID: BARKOP  
G/L Acct: Operating Account 1000-010

DATE	REFERENCE	DEPOSITS	CHECKS	OTHER	BALANCE
08/01/13	BALANCE FORWARD				1,294.35
08/06/13	Deposit	5,077.39			6,371.74
08/08/13	Deposit	2,292.84			8,664.58
08/09/13	Deposit - HEB	40,046.63			48,711.21
08/09/13	Deposit	2,804.05			51,515.26
08/12/13	Bank Fee			(24.53)	51,490.73
08/13/13	Checks 110-119		(44,714.12)		6,776.61
08/14/13	NSF - HEB	(40,046.63)			(33,270.02)
08/19/13	Deposit	4,725.00			(28,545.02)
08/23/13	Deposit	40,046.63			11,501.61
08/30/13	Checks 120-123		(11,146.12)		355.49
					355.49
					355.49
					355.49
					355.49
					355.49
					355.49
	PAGE ONE TOTALS	54,945.91	(55,860.24)	(24.53)	

Database: TCS_PROD		General Ledger			Page: 1					
ENTITY: BARKER		TCS Production Database			Date: 9/12/2013					
		BARKER CYPRESS MARKET PLACE			Time: 12:35 PM					
Cash		08/13 - 08/13								
Account Entity	Period	Entry Date	Src Reference	Site Id	Job Code	Description	Dept	Debit	Credit	Balance
CASH - OPERATING										
Balance Forward										
1000-010										1,294.35
BARKER	08/13	08/31/13	AP 112869	HT		A/P Cash Disbursed for checks 110-124				
BARKER	08/13	08/31/13	CM 095387	HT		Cash Recept NON-TENANT		0.00	55,860.24	-54,565.89
BARKER	08/13	08/31/13	CM 095387	HT		Cash Recept CAM COMMON AREA		40,046.63	0.00	-14,519.26
BARKER	08/13	08/31/13	CM 095387	HT		Cash Recept PPR PREPAID RENT		3,397.42	0.00	-11,121.84
BARKER	08/13	08/31/13	CM 095387	HT		Cash Recept RTL RETAIL BASE RENT		84,818.26	0.00	73,696.42
BARKER	08/13	08/31/13	CM 095387	HT		Non Suf Fund PPR PREPAID RENT		11,785.31	0.00	85,481.73
BARKER	08/13	08/31/13	CM 095387	HT		Paymnt Rev NON-TENANT		0.00	40,046.63	45,435.10
BARKER	08/13	08/31/13	CM 095387	HT		Paymnt Rev FRR FREE RENT		0.00	40,046.63	5,388.47
BARKER	08/13	08/31/13	CM 095387	HT		Paymnt Rev FRX FREE OPERATING EXPENSES		0.00	3,785.25	1,603.22
BARKER	08/13	08/31/13	CM 095387	HT		Paymnt Rev PPR PREPAID RENT		0.00	1,050.00	553.22
BARKER	08/13	08/31/13	JN 186402	HT		8/12 JULY BANK FEES		0.00	173.20	380.02
BARKER	08/13	08/31/13	JN 186402	HT				0.00	24.53	355.49
** Account Totals								140,047.62	140,986.48	355.49
UTILITY DEPOSITS										
1125-001										0.00
Balance Forward										
CONSTRUCTION IN PROGRESS										
Balance Forward										
BARKER	08/13	08/31/13	AP 112869	HT		113 8/13/2013 Graffiti removal		4,321.34	0.00	4,321.34
BARKER	08/13	08/31/13	AP 112869	HT		112 8/13/2013 TEMPORARY POWER SKID		6,397.58	0.00	10,718.92
BARKER	08/13	08/31/13	AP 112869	HT		113 8/13/2013 Initial Clean up of center		4,778.16	0.00	15,497.08
BARKER	08/13	08/31/13	JN 186402	HT		RCLS INITIAL CLEAN UP OF CTR - GRAFFITI RMVL		0.00	4,321.34	11,175.74
BARKER	08/13	08/31/13	JN 186402	HT		RCLS INITIAL CLEAN UP OF CTR - TEMP POWER SKID		0.00	6,397.58	4,778.16
BARKER	08/13	08/31/13	JN 186402	HT		RCLS INITIAL CLEAN UP OF CTR		0.00	4,778.16	0.00
** Account Totals								15,497.08	15,497.08	0.00
BUILDING IMPROVEMENTS										
Balance Forward										
1600-003										0.00
BARKER	08/13	08/31/13	JN 186402	HT		RCLS INITIAL CLEAN UP OF CTR - GRAFFITI RMVL		4,321.34	0.00	4,321.34
BARKER	08/13	08/31/13	JN 186402	HT		RCLS INITIAL CLEAN UP OF CTR - TEMP POWER SKID		6,397.58	0.00	10,718.92
BARKER	08/13	08/31/13	JN 186402	HT		RCLS INITIAL CLEAN UP OF CTR		4,778.16	0.00	15,497.08
** Account Totals								15,497.08	0.00	15,497.08
BASE RENT										
Balance Forward										
5000-000										-10,485.76
BARKER	08/13	08/31/13	CM 095387	HT		Cash Recept PPR PREPAID RENT		0.00	84,818.26	-95,304.02
BARKER	08/13	08/31/13	CM 095387	HT		Cash Recept RTL RETAIL BASE RENT		0.00	11,785.31	-107,089.33

Database: TCS_PROD		General Ledger				Page: 2				
ENTITY: BARKER		TCS Production Database				Date: 9/12/2013				
		BARKER CYPRESS MARKET PLACE				Time: 12:35 PM				
Cash		08/13 - 08/13								
Account Entity	Period	Entry Date	Src Reference	Site Id	Job Code	Description	Dept	Debit	Credit	Balance
5000-000 - BASE RENT (Continued)										
BARKER	08/13	08/31/13	CM 095387	HT		Non Suf Fund PPR PREPAID RENT		40,046.63	0.00	-67,042.70
BARKER	08/13	08/31/13	CM 095387	HT		Paymnt Rev PPR PREPAID RENT		173.20	0.00	-66,869.50
								40,219.83	96,603.57	-66,869.50
								<b>** Account Totals</b>		
								<i>Balance Forward</i>		0.00
5005-100						RENT ABATEMENT				
BARKER	08/13	08/31/13	CM 095387	HT		Paymnt Rev FRR FREE RENT		3,785.25	0.00	3,785.25
								3,785.25	0.00	3,785.25
								<b>** Account Totals</b>		
								<i>Balance Forward</i>		0.00
5110-000						OPERATING ESCALATIONS				
BARKER	08/13	08/31/13	CM 095387	HT		Paymnt Rev FRX FREE OPERATING EXPENSES		1,050.00	0.00	1,050.00
								1,050.00	0.00	1,050.00
								<b>** Account Totals</b>		
								<i>Balance Forward</i>		-2,739.42
5140-000						CAM REIMBURSEMENT				
BARKER	08/13	08/31/13	CM 095387	HT		Cash Recpt CAM COMMON AREA		0.00	3,397.42	-6,136.84
								0.00	3,397.42	-6,136.84
								<b>** Account Totals</b>		
								<i>Balance Forward</i>		0.00
5900-000						MISCELLANEOUS INCOME				
BARKER	08/13	08/31/13	CM 095387	HT		Cash Recpt NON-TENANT		0.00	40,046.63	-40,046.63
BARKER	08/13	08/31/13	CM 095387	HT		Paymnt Rev NON-TENANT		40,046.63	0.00	0.00
								40,046.63	40,046.63	0.00
								<b>** Account Totals</b>		
								<i>Balance Forward</i>		1,283.25
6100-006						TRASH REMOVAL				
BARKER	08/13	08/31/13	AP 112869	HT		119 8/13/2013 CLRED RETEN & HAULED TRSH		1,575.00	0.00	2,858.25
BARKER	08/13	08/31/13	AP 112869	HT		111 8/13/2013 july-august trash service		2,514.42	0.00	5,372.67
BARKER	08/13	08/31/13	AP 112869	HT		116 8/13/2013 Trash Removal June 2013		1,289.32	0.00	6,661.99
BARKER	08/13	08/31/13	AP 112869	HT		116 8/13/2013 Trash Removal June		1,289.32	0.00	7,951.31
								6,668.06	0.00	7,951.31
								<b>** Account Totals</b>		

Database: TCS_PROD		General Ledger				Page: 3				
ENTITY: BARKER		TCS Production Database				Date: 9/12/2013				
		BARKER CYPRESS MARKET PLACE				Time: 12:35 PM				
Cash		08/13 - 08/13								
Account Entity	Period	Entry Date	Src Reference	Site Id	Job Code	Dept Description	Debit	Credit	Balance	
6300-005		ELECTRICAL / LIGHTING								
		Balance Forward								
BARKER	08/13	08/31/13	AP 112869	HT		112 8/13/2013 SERVICE CONDUIT REPAIRS	1,623.75	0.00	1,623.75	
BARKER	08/13	08/31/13	AP 112869	HT		110 8/13/2013 LIGHTING REPAIRS	156.43	0.00	1,780.18	
BARKER	08/13	08/31/13	AP 112869	HT		110 8/13/2013 lighting repairs	1,044.72	0.00	2,824.90	
		** Account Totals						2,824.90	0.00	2,824.90
6300-012		LANDSCAPING/IRRIGATION								
		Balance Forward								
BARKER	08/13	08/31/13	AP 112869	HT		123 8/30/2013 IRRIGATION REPAR	438.41	0.00	438.41	
		** Account Totals						438.41	0.00	438.41
6300-025		EXTERIOR BUILDING MAINT.								
		Balance Forward								
BARKER	08/13	08/31/13	AP 112869	HT		113 8/13/2013 Removal of trash/furniture	4,179.53	0.00	4,179.53	
BARKER	08/13	08/31/13	AP 112869	HT		113 8/13/2013 Remove signs along 529/clean	2,997.44	0.00	7,176.97	
		** Account Totals						7,176.97	0.00	7,176.97
6300-032		PARKING & PAVING								
		Balance Forward								
BARKER	08/13	08/31/13	AP 112869	HT		114 8/13/2013 painting of parking lot	811.88	0.00	811.88	
		** Account Totals						811.88	0.00	811.88
6300-035		SIGN/MONUMENT MAINT								
		Balance Forward								
BARKER	08/13	08/31/13	AP 112869	HT		113 8/13/2013 sign removal & maintenance	3,669.68	0.00	3,669.68	
		** Account Totals						3,669.68	0.00	3,669.68
6400-001		SECURITY								
		Balance Forward								
BARKER	08/13	08/31/13	AP 112869	HT		121 8/30/2013 SECURITY 8/6-8/10	738.27	0.00	738.27	
BARKER	08/13	08/31/13	AP 112869	HT		121 8/30/2013 8/11-8/17 SECURITY	1,128.38	0.00	1,866.65	
		** Account Totals						1,866.65	0.00	1,866.65

Database: TCS_PROD		General Ledger			Page: 4	
ENTITY: BARKER		TCS Production Database			Date: 9/12/2013	
		BARKER CYPRESS MARKET PLACE			Time: 12:35 PM	
Cash		08/13 - 08/13				
Account	Entry	Site	Job			
Entity	Date	Id	Code	Dept	Description	Balance
<b>6400-005</b>						
EXTERIOR LANDSCAPING						
Balance Forward						
BARKER	08/13	08/31/13	AP 112869	HT	117 8/13/2013 july landscaping	2,985.47
BARKER	08/13	08/31/13	AP 112869	HT	117 8/13/2013 JULY LANDSCAPING	662.49
BARKER	08/13	08/31/13	AP 112869	HT	123 8/30/2013 initial tree & Shrub trimming	331.25
BARKER	08/13	08/31/13	AP 112869	HT	123 8/30/2013 AUGUST LANDSCAPING	3,767.10
						8,905.67
** Account Totals						8,905.67
<b>6400-029</b>						
PARKING SWEEPING & CLEAN						
Balance Forward						
BARKER	08/13	08/31/13	AP 112869	HT	114 8/13/2013 auugust sweeping	532.93
						965.93
** Account Totals						965.93
<b>6500-001</b>						
ELECTRICITY						
Balance Forward						
<b>6500-002</b>						
WATER & SEWER						
Balance Forward						
BARKER	08/13	08/31/13	AP 112869	HT	122 8/30/2013 final water bill Houston	50.00
						2,006.06
** Account Totals						2,006.06
<b>6600-001</b>						
PROPERTY MANAGEMENT FEES						
Balance Forward						
BARKER	08/13	08/31/13	AP 112869	HT	118 8/13/2013 6/3-6/30 MGMT FEE	0.00
BARKER	08/13	08/31/13	AP 112869	HT	118 8/13/2013 7/13 MGMT FEE	1,841.00
BARKER	08/13	08/31/13	AP 112869	HT	118 8/13/2013 8/13 MGMT FEE	3,841.00
						5,841.00
** Account Totals						5,841.00
<b>6900-001</b>						
TELEPHONE						
Balance Forward						
BARKER	08/13	08/31/13	AP 112869	HT	120 8/30/2013 7/13 CELL PHONE REIMB	15.00
						45.00
** Account Totals						45.00
<b>6900-005</b>						
TRAVEL & ENTERTAINMENT						
Balance Forward						
BARKER	08/13	08/31/13	AP 112869	HT	120 8/30/2013 7/13 MILEAGE REIMB	54.24
						162.72

Database: TCS_PROD	General Ledger	Page: 5							
ENTITY: BARKER	TCS Production Database	Date: 9/12/2013							
	BARKER CYPRESS MARKET PLACE	Time: 12:35 PM							
Cash	08/13 - 08/13								
Account Entity	Entry Date	Src Reference	Site Id	Job Code	Description	Dept	Debit	Credit	Balance

## 6900-005 - TRAVEL &amp; ENTERTAINMENT (Continued)

					<b>** Account Totals</b>		108.48	0.00	<b>162.72</b>
					<i>Balance Forward</i>				
6900-007	OTHER PROFESSIONAL								
BARKER	08/13	08/31/13	AP 112869	HT	115 8/13/2013 Legal Fees/Receivership	662.50	0.00	3,162.50	
BARKER	08/13	08/31/13	AP 112869	HT	124 8/30/2013 7/13 RECEIVERSHIP FEES	1,750.00	0.00	4,912.50	
BARKER	08/13	08/31/13	JN 186402	HT	6/13 RECEIVERSHIP FEES RCLS	0.00	2,500.00	2,412.50	
BARKER	08/13	08/31/13	JN 186402	HT	7/13 RECEIVERSHIP FEES RCLS	0.00	1,750.00	662.50	
BARKER	08/13	08/31/13	JN 186402	HT	8/13 RECEIVERSHIP FEES RCLS	0.00	662.50	0.00	
					<b>** Account Totals</b>	2,412.50	4,912.50	<b>0.00</b>	
					<i>Balance Forward</i>				
6900-016	DATA PROCESSING								
BARKER	08/13	08/31/13	AP 112869	HT	124 8/30/2013 7/13 RPAY BILLING	70.06	0.00	70.06	
					<b>** Account Totals</b>	70.06	0.00	<b>70.06</b>	
					<i>Balance Forward</i>				
6900-030	BANK CHARGES								
BARKER	08/13	08/31/13	JN 186402	HT	8/12 JULY BANK FEES	24.53	0.00	24.53	
					<b>** Account Totals</b>	24.53	0.00	<b>24.53</b>	
					<i>Balance Forward</i>				
6950-026	SUPERVISION FEES								
BARKER	08/13	08/31/13	JN 186402	HT	6/13 RECEIVERSHIP FEES RCLS	2,500.00	0.00	2,500.00	
BARKER	08/13	08/31/13	JN 186402	HT	7/13 RECEIVERSHIP FEES RCLS	1,750.00	0.00	4,250.00	
BARKER	08/13	08/31/13	JN 186402	HT	8/13 RECEIVERSHIP FEES RCLS	662.50	0.00	4,912.50	
					<b>** Account Totals</b>	4,912.50	0.00	<b>4,912.50</b>	
					<i>Balance Forward</i>				
6960-001	VACANT SPACE MAINTENANCE								
					<i>Balance Forward</i>				
6960-009	N/R UTILITIES								
					<i>Balance Forward</i>				
6960-099	OTHER NON-RECOV. EXPENSE								
BARKER	08/13	08/31/13	AP 112869	HT	114 8/13/2013 Re-key of vacancies	135.31	0.00	135.31	





Database: TCS_PROD		Check Register		Page: 1						
ENTITY: BARKER		TCS Production Database		Date: 9/12/2013						
		BARKER CYPRESS MARKET PLACE		Time: 12:35 PM						
08/13 Through 08/13										
Check #	Check Date	Check Pd	Vendor/Alternate	Vendor Name	Invoice Number	Invoice Date	Due Date	Invoice Amount	Discount Amount	Check Amount
Entity	Reference		P.O. Number	Account Number						
110	8/13/2013	08/13	HMHIGHLI	HIGHLIGHTS ELECTRICAL						
BARKER	LIGHTING REPAIRS			6300-005	344414	7/26/2013	7/26/2013	156.43	0.00	156.43
BARKER	lighting repairs			6300-005	344507	7/31/2013	7/31/2013	1,044.72	0.00	1,044.72
							Check Total:	1,201.15	0.00	1,201.15
111	8/13/2013	08/13	HTALLWSE	ALLIED WASTE SERVICES #853						
BARKER	july-august trash service			6100-006	0853-003073537	7/26/2013	8/15/2013	2,514.42	0.00	2,514.42
							Check Total:	2,514.42	0.00	2,514.42
112	8/13/2013	08/13	HTBLANCO	BLANCO ELECTRIC LTD CO.						
BARKER	TEMPORARY POWER QUOTED			1600-000	S-5056	7/30/2013	8/10/2013	6,397.58	0.00	6,397.58
BARKER	SERVICE CONDUIT RE QUOTED			6300-005	S-5066	7/30/2013	8/10/2013	1,623.75	0.00	1,623.75
							Check Total:	8,021.33	0.00	8,021.33
113	8/13/2013	08/13	HTCHREST	CHAMBERS RESTORATION INC						
BARKER	Initial Clean up of center			1600-000	13-216	7/15/2013	7/15/2013	4,778.16	0.00	4,778.16
BARKER	Removal of trash/furnitu			6300-025	13-217	7/15/2013	7/15/2013	4,179.53	0.00	4,179.53
BARKER	sign removal & mainteni			6300-035	13-222	7/15/2013	7/15/2013	3,669.68	0.00	3,669.68
BARKER	Remove signs along 52			6300-025	13-271	7/15/2013	7/15/2013	2,997.44	0.00	2,997.44
BARKER	Graffiti removal			1600-000	13-273	7/15/2013	7/15/2013	4,321.34	0.00	4,321.34
							Check Total:	19,946.15	0.00	19,946.15
114	8/13/2013	08/13	HTIDEAL	IDEAL BUILDING MAINTENANCE, L.C.						
BARKER	Re-key of vacancies			6960-099	8298	7/11/2013	7/11/2013	135.31	0.00	135.31
BARKER	painting of parking lot			6300-032	8312	7/29/2013	7/29/2013	811.88	0.00	811.88
BARKER	august sweeping			6400-029	8339	8/5/2013	8/5/2013	433.00	0.00	433.00
							Check Total:	1,380.19	0.00	1,380.19
115	8/13/2013	08/13	HTLOCLID	LOCKE LORD LLP						
BARKER	Legal Fees/Receivership			6900-007	1008652	6/14/2013	6/14/2013	662.50	0.00	662.50
							Check Total:	662.50	0.00	662.50
116	8/13/2013	08/13	HTREPSVC	REPUBLIC SERVICES #853						
BARKER	Trash Removal June 20			6100-006	0853-002891778	5/26/2013	6/15/2013	1,289.32	0.00	1,289.32
BARKER	Trash Removal June			6100-006	0853-002991778	5/26/2013	6/15/2013	1,289.32	0.00	1,289.32

Database: TCS_PROD			Check Register			Page: 2				
ENTITY: BARKER			TCS Production Database			Date: 9/12/2013				
			BARKER CYPRESS MARKET PLACE			Time: 12:35 PM				
			08/13 Through 08/13							
Check #	Check Date	Check Pd	Vendor/Alternate	Vendor Name	Invoice Number	Invoice Date	Due Date	Invoice Amount	Discount Amount	Check Amount
Entity	Reference		P.O. Number	Account Number						
117	8/13/2013	08/13	HTTLS	TROY'S LANDSCAPINE SERVICES INC				2,578.64	0.00	2,578.64
BARKER	july landscaping			6400-005	35326	7/23/2013	7/23/2013	662.49	0.00	662.49
BARKER	JULY LANDSCAPING			6400-005	35341	7/26/2013	7/26/2013	331.25	0.00	331.25
								993.74	0.00	993.74
118	8/13/2013	08/13	HTTRACPR	TRANSWESTERN COMMERCIAL SVCS LLC				1,841.00	0.00	1,841.00
BARKER	6/3-6/30 MGMT FEE			6600-001	0000414318	6/3/2013	6/3/2013	2,000.00	0.00	2,000.00
BARKER	8/13 MGMT FEE			6600-001	0000414802	8/1/2013	8/1/2013	2,000.00	0.00	2,000.00
BARKER	7/13 MGMT FEE			6600-001	0000414318	6/3/2013	6/3/2013	2,000.00	0.00	2,000.00
								5,841.00	0.00	5,841.00
119	8/13/2013	08/13	HTUCALL	JEFFERY WHITE				1,575.00	0.00	1,575.00
BARKER	CLRED RETEN & HAUI			6100-006	UCALL 6132013	6/13/2013	6/13/2013	1,575.00	0.00	1,575.00
120	8/30/2013	08/13	HTDEBLAR	DEBRA LARGENT				30.00	0.00	30.00
BARKER	7/13 CELL PHONE REII			6900-001	BC073113	7/31/2013	7/31/2013	108.48	0.00	108.48
BARKER	7/13 MILEAGE REIMB			6900-005	BC073113	7/31/2013	7/31/2013	138.48	0.00	138.48
121	8/30/2013	08/13	HTHOUHRR	HOUSTON HARRIS DIVISION PATROL, INC				738.27	0.00	738.27
BARKER	SECURITY 8/6-8/10			6400-001	52661	8/11/2013	8/11/2013	1,128.38	0.00	1,128.38
BARKER	8/11-8/17 SECURITY			6400-001	52737	8/18/2013	8/18/2013	1,866.65	0.00	1,866.65
122	8/30/2013	08/13	HTLANGHA	LANGHAM CREEK UD				1,956.06	0.00	1,956.06
BARKER	final water bill Houston			6500-002	2003303 0713F	7/29/2013	8/12/2013	1,956.06	0.00	1,956.06
123	8/30/2013	08/13	HTTLS	TROY'S LANDSCAPINE SERVICES INC				3,767.10	0.00	3,767.10
BARKER	initial tree & Shrub trimm			6400-005	35414	8/14/2013	8/14/2013	438.41	0.00	438.41
BARKER	IRRIGATION REPAR			6300-012	35415	8/14/2013	8/14/2013		0.00	



**BARKER CYPRESS MARKET PLACE  
MANAGEMENT FEE CALCULATION**

**Aug-13**

BILLBOX # 02-2256-746

**CURRENT MONTH CASH RECEIPTS**

CAM	COMMON AREA	2,174.22
FRR	FREE RENT	0.00
INS	INSURANCE REIMBURSEMENT	0.00
NSF	LATE FEE/NSF INCOME	0.00
PC	PARKING INCOME	0.00
PPR	PREPAID RENT	44,771.63
REM	TENANT REIMBURSEMENTS	0.00
RET	REAL ESTATE TAX REIMB	0.00
RNT	BASE RENT	0.00
RTL	RETAIL BASE RENT	8,000.06
TAX	TAX REIMBURSEMENT	0.00
TFR	TENANT FINISH REIMBURSEMENT	0.00
UTL	UTILITY REIMBURSEMENT	0.00
	PRIOR YEAR ESCALATIONS	0.00
	OVERTIME HVAC	0.00
	TENANT ALLOWANCE	0.00
	MISCELLANEOUS INCOME	0.00

**TOTAL TENANT CASH RECEIPTS      54,945.91**

PLUS:	NON-TENANT INCOME	0.00
	INTEREST INCOME	0.00
	SECURITY DEPOSITS	0.00

**TOTAL CASH RECEIPTS PER BAN      54,945.91**

ADJ:	LESS NON-APPLICABLE INCOME	0.00
	LESS: ADJUSTMENT PREV. MONT	0.00
	PLUS SEC DEPOSIT APPLICATION	0.00

**TOTAL RECONCILED INCOME      54,945.91**

MANAGEMENT FEE %	4.00%
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**TOTAL OF 4% FEE      2,197.84**

**TOTAL FIXED MANAGEMENT FEE      2,000.00**

**FEE TO BE PAID      2,197.84**

**Exhibit E**

**Rent Roll**



Database: TCS_PROD		Rent Roll		Page: 1									
Bldg Status: Active only		BARKER CYPRESS MARKET PLACE		Date: 9/12/2013									
		8/31/2013		Time: 12:35 PM									
Bldg Id-Suit Id	Occupant Name	Rent Start	Expiration	GLA Sqft	Monthly Base Rent	Annual Rate PSF	Monthly Recovery	Expense Stop	Monthly Other Income	Cat	Date	Future Rent Increases Monthly Amount	PSF

**Vacant Suites**

BARKER-112	Vacant			2,700									
BARKER-115	Vacant			1,200									
BARKER-120	Vacant			1,200									
BARKER-135	Vacant			1,275									
BARKER-145	Vacant			1,125									
BARKER-150	Vacant			1,500									
BARKER-155	Vacant			1,650									
BARKER-157	Vacant			1,350									
BARKER-CA	Vacant			105									

**Occupied Suites**

BARKER-105	First Pawn and Jewelry	3/1/2012	3/31/2022	2,625						RTL	9/1/2013	3,758.00	17.18
BARKER-109	Amigo Dental	6/21/2003	6/30/2008	1,400	2,091.00	17.92	776.00			RTL	7/1/2014	3,898.81	17.82
BARKER-130	Ultra Nails	1/1/2010	12/31/2010	1,125	1,858.84	19.83	634.00			RTL	6/1/2015	4,015.77	18.36
BARKER-147	Exclusively Yours	9/1/2008	8/31/2013	1,730	2,162.50	15.00	695.00			RTL	6/1/2016	4,136.25	18.91
BARKER-159	PayDay Advance	4/1/2013	3/31/2015	1,280	2,015.00	18.89	648.00			RTL	6/1/2017	4,260.33	19.48
BARKER-160	Double Dragon	4/1/2013	3/31/2018	1,280	1,887.72	17.70	664.06			RTL	6/1/2018	4,388.14	20.06
										RTL	6/1/2019	4,519.79	20.66
										RTL	6/1/2020	4,655.38	21.28
										RTL	6/1/2021	4,795.04	21.92
BARKER-165	Las Lomas Mexican Restaurant	7/1/2007	6/30/2012	4,080	5,779.70	17.00	2,267.00			RTL	4/1/2014	2,075.45	19.46
BARKER-6960	HEB	1/1/1999	1/31/2014	41,320	40,046.63	11.63				RTL	4/1/2014	1,923.75	18.04
										RTL	4/1/2015	1,981.46	18.58
										RTL	4/1/2016	2,040.90	19.13
										RTL	4/1/2017	2,102.12	19.71

[illegible]

**Totals:**

Occupied Sqft:  
Leased/Unoccupied Sqft:  
Vacant Sqft:  
Total Sqft:

Total BARKER CYPRESS MARKET PLAC

Occupied Sqft:  
Leased/Unoccupied Sqft:  
Vacant Sqft:  
Total Sqft:

**Grand Total:**

Occupied Sqft:  
Leased/Unoccupied Sqft:  
Vacant Sqft:  
Total Sqft:

## **Exhibit F**

### **Summary of Rents Received by Houston Structure, LLC**

11:00 AM

08/23/13

Accrual Basis

## Houston Structures, LLC

## Rent Checks Received and Deposited as of May 30, 2013

Type	Date	Num	Name	Amount
Cash on Hand				
WSB - Operating #0637				
Payment	06/03/2013	2436438 5.30.13	HEB Grocery #32	40,046.63
Payment	06/03/2013	5272 6.3.13	Cricket Comm / Starlight [135]	1,625.63
Payment	06/03/2013	14-1625543704 6.3.13	Las Lomas Mexican Restaurant [165]	1,000.00
Payment	06/03/2013	060313RNT 1 - 71307	Cash America/Payday Advance [159]	2,663.02
Payment	06/06/2013	3097 6.1.13	Ultra Nails [130]	2,492.84
Payment	06/07/2013	9169 6.1.13	Amigo Dental [109]	2,929.95
Payment	06/10/2013	1380 6.1.13	Double Dragon [160]	2,477.39
Payment	06/10/2013	78865980 6.10.13	Ciggy Depot, LLC [157]	1,620.00
Payment	06/12/2013	14-625543713 6.10.13	Las Lomas Mexican Restaurant [165]	600.00
Payment	06/12/2013	1048 6.3.13	First Pawn & Jewelry [105]	4,725.00
Payment	07/01/2013	070113REG 1 - 71307	Cash America/Payday Advance [159]	2,663.02
Payment	07/02/2013	2458603 6.27.13	HEB Grocery #32	40,046.63
Payment	07/08/2013	5289 7.5.13	Cricket Comm / Starlight [135]	1,625.63
Payment	07/18/2013	3452 7.10.13	Needham Inc Paul Dewy Jones	3,000.00
Payment	08/01/2013	080113REGR 1 - 71307	Cash America/Payday Advance [159]	2,663.02
Total WSB - Operating #0637				<u>110,378.76</u>
			TOTAL Revenue	110,378.76
			TOTAL Dispersed	<u>-78,253.79</u>
				<u>32,124.97</u>